IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.312 OF 2006

Indusind Bank Ltd. ...Petitioner.

vs.

Mr.Bhupendra Dharam Singh Arneja ...Respondent.

Ms.Shakuntala Joshi, for Petitioner.

Mr.A.K.Saxena, for Respondent.

CORAM: D.K.DESHMUKH,J.

DATED: 4th September,2006.

P.C.:-

1. The petitioner has filed this petition under Section 9 of the Arbitration and Conciliation Act The petitioner states that the petitioner had provided personal loan to the respondent. The respondent has committed default in re-payment of loan installments. The petitioner further states that the the respondent is liable to pay to the petitioner a sum of Rs.34,630/- as on 21.4.2004. The petitioner in paragraph 9 states that the arbitration clause has been invoked. But the notice by which the arbitration clause has been invoked is neither relied on nor copy of that notice is produced. The petitioner has also not stated as to what steps the petitioner has taken for having the arbitral

tribunal constituted. Though interim measure under section 9 of the Act can be sought even before the arbitral proceedings, but for being entitled to an interim order under section 9 of the Act, the petitioner is required to make out a case that the petitioner has taken all necessary steps to have the dispute settled by the arbitration.

2. In this case not only that the petitioner does not rely on the notice invoking the arbitration clause and has not produced it before the court but the petitioner also does not stated as what are the steps taken by the petitioner to have arbitral tribunal constituted. Therefore, the preliminary requirements for petitioner becomes entitle to interim order are not complied with. Therefore, the petitioner is not entitled to any interim relief. The petition is rejected.

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